



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Consultant Services Contract with Konradt Bartlam to Serve as Community Development Director

MEETING DATE: January 21, 2009

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt Resolution Approving Consultant Services Contract with Konradt Bartlam to serve as Community Development Director.

BACKGROUND INFORMATION: Over the past year, the City Manager has conducted two State wide searches to fill the vacant Community Development Director position. During this time, Konradt "Rad" Bartlam, the former Community Development Director, has served as the Interim Director. Recently, Mr. Bartlam reached an agreement with the City Manager to serve for a year as the community Development Director on a consultant basis.

Using a consultant or a contractor as a department head is not unprecedented in California. In 2004, the City of San Carlos conducted a survey and found that 62.5 percent of the responding cities used at least one contractor/consultant or firm for department head positions, the most common being City Attorney.

It is proposed that the consultant/contractor will work a minimum of 24 hours per week and generally keep office hours Tuesday, Wednesday, and Thursday. He will be paid \$90 per hour biweekly with no other benefits. The contract for a 12-month period will cost approximately \$112,320 plus, depending upon the actual hours worked during the year. The consultant will serve all duties of the Community Development Director.

This agreement is \$10 an hour higher than the previous Interim Community Development Director agreement. The increase cost is offset with the elimination of the General Plan Coordination Agreement. Mr. Bartlam will perform General Plan Coordination services under the proposed agreement as a duty of the Community Development Director.

Mr. Bartlam is more experienced and has more familiarity with Lodi than any of the other candidates considered. The agreement provides for continuity while the new General Plan is completed. The General Plan is scheduled to be adopted in 2009.

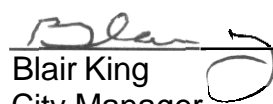
A copy of the agreement is attached.

APPROVED:

A handwritten signature in dark ink, appearing to read "Blair King", written over a horizontal line.

Blair King, City Manager

FISCAL IMPACT: The annual cost of the agreement is estimated to range from \$112,320 to \$130,000. This is within budget.


Blair King
City Manager

RESOLUTION NO. 2009-11

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT WITH KONRADT BARTLAM TO SERVE AS
COMMUNITY DEVELOPMENT DIRECTOR

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Consultant Contract with Konradt Bartlam for Community Development Director, as shown on Exhibit "A" attached hereto.

Date: January 21, 2009

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I hereby certify that Resolution No. 2009-11 was passed and adopted by the Lodi City Council in a regular meeting held January 21, 2009 by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, and
Mayor Hansen

NOES: COUNCIL MEMBERS – Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

CONSULTANT CONTRACT

EXHIBIT A

This Agreement is made and entered into as of January __, 2009, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and Konradt Bartlam, hereinafter called "Consultant," both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Consultant on a one year term basis to perform the functions of the Community Development Director. The City previously contracted with Consultant for Interim Community Development services under a Consultant Agreement dated August 20, 2008 and for General Plan Management Services under a Professional Services Agreement dated September 19, 2007. The former Agreement is superseded by this Agreement and the latter Agreement expired on its own terms.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

7. GENERAL:

City hereby agrees to contract with Consultant to perform the functions of the Community Development Director of the City starting January 26, 2009 and Consultant agrees to Perform the full range of duties and responsibilities as described in the Community Development Director Job Description dated February 1, 2007, and other functions and duties the City Manager shall assign from time to time.

2. HOURS OF WORK:

The Consultant has discretion as to his work schedule but must devote an average minimum of 24 hours per week to the job and will typically have office hours on Tuesday through Thursday. Consultant shall also attend all Planning Commission Meetings and City Council meetings when attendance is deemed necessary by the City Manager.

3. COMPENSATION:

City agrees to provide the following compensation to Consultant during the term of the Agreement:

- (a) Consultant shall be paid a salary of \$90.00 per hour biweekly
- (b) Because Consultant is an independent contractor, consultant shall be responsible for all employer costs required by law, including but not limited to: Social Security, FICA, Medicare, Unemployment Compensation, and workers compensation.

4. BENEFITS:

As an independent contractor, Consultant shall not be entitled to any benefits set forth in the Executive Management Statement of Benefits including but not limited

to PERS retirement, sick leave, vacation, administrative leave, health insurance, deferred compensation, or life insurance.

5. TERMINATION:

- (a) Termination by Consultant - In the event Consultant terminates this contract with City, he shall give City at least twenty-one **(21)** days advance written notice and shall be entitled to all earned compensation.
- (b) Termination by City - The ~~City~~ Manager may terminate this Agreement at any time, with or without ~~cause~~. Twenty-four hours Notice of Termination shall be provided to Consultant in writing. Moreover, this agreement shall automatically terminate upon the hiring of a permanent Community Development Director.

6. MODIFICATIONS:

No modification of this agreement shall be ~~valid~~ unless said modification ~~is~~ in writing and signed by both parties.

7. CONFLICT OF INTEREST:

Consultant shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his City consultancy. Consultant is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

IN WITNESS WHEREOF, the City Manager of the City of Lodi has signed this Agreement and Consultant has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

CONSULTANT:

By: _____
Blair King
City Manager
Anest:



Konradt Bartlam

Randi Johi
City Clerk

Approved as to Form

D. Stephen Schwabauer
City Attorney